

Inland Power and Light Company
10110 W Hallett Rd.
Spokane, WA 99219



CONFIDENTIAL INFORMATION NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into between Inland Power and Light Company ("Inland"), a Washington Corporation and WSDOT (Recipient), sometimes referred to collectively in this Agreement as the "Parties" and individually as a "Party".

Background and Purpose:

Inland has compiled and owns certain geographical information system data sets (the "GIS Data") covering its electric service territories. Recipient intends to request the use of portions of Inland's GIS Data for use internally within its organization from time to time. The purpose of this Agreement is to document the agreement of the Parties as to the handling and protection of Inland's GIS Data while in Recipient's possession.

The Parties agree as follows:

1. Information Definitions Used in this Agreement:

"Confidential Information" means any portion of the GIS Data transmitted by Inland to Recipient that is identified as confidential and proprietary. Confidential Information will not include and this Agreement will not include: (a) information that Recipient can demonstrate is publicly available (other than as a result of disclosure by a person who is prohibited by a contractual, legal or other obligation from disclosing the information); (b) information that Recipient can demonstrate was already in its possession at the time of its disclosure, which was not acquired, directly or indirectly, from Inland on a confidential basis; (c) information that is independently developed by Recipient without reference to or the use of any Confidential Information; or (d) information that is lawfully received from sources other than Inland under circumstances not involving, to the best of Recipient's knowledge, any breach of any confidentiality obligation.

2. Disclosure of Confidential Information to Recipient

Inland agrees to provide Recipient with GIS Data, subject to the provisions of this Agreement pertaining to any portion of the GIS Data which contains Confidential Information.

3. Limitations on Disclosure of Confidential Information

3.1 Recipient shall not disclose or otherwise make available any Confidential Information to persons other than to employees of Recipient who have a need to access said information in connection with Recipient's internal use.

3.2 Recipient shall safeguard Confidential Information in a manner that limits improper access and/or use of Confidential Information disclosed hereunder and Recipient shall use no less care to protect the Confidential Information disclosed hereunder than it uses to protect its own proprietary or confidential information.

4. Designation and Marking of Confidential Information

To the extent Recipient makes any tangible copies of Confidential Information, such copies shall be conspicuously labeled:

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"Confidential Proprietary Information subject to the terms and conditions of an Inland Non-Disclosure Agreement. This information must not be released or disclosed to any person or entity that has not agreed in writing to be bound by the terms of the Inland Non-Disclosure Agreement.

5. Disclosure Pursuant to Legal Requirements

Notwithstanding any provision to the contrary, a disclosure by Recipient that otherwise would be prohibited by this Agreement shall be permitted if such disclosure is required or is otherwise compelled by a judicial, regulatory or administrative body of competent jurisdiction. If Recipient receives any demand or request for disclosure of Confidential Information provided by Inland, Recipient shall:

- 5.1 take all reasonable steps to preserve the privileged nature and confidentiality of the Confidential Information, including requesting that the Confidential Information not be disclosed to non-parties or the public;
- 5.2 provide Inland with prompt notice of the demand or request; and
- 5.3 provide reasonable assistance to, and cooperation with, Inland with regard to any steps taken by Inland to preserve the confidentiality of the Confidential Information.

6. Public Records Disclosure Requirements

6.1 Inland deems that all material provided to Recipient by Inland designated as Confidential Information is exempt from the public inspection and copying requirements of the Freedom of Information Act and State Public Records Acts, as provided for in the exemption provisions of such acts.

6.2 In the event that Recipient becomes legally compelled (by a FOIA or public records release request, deposition, interrogatory, request for documents, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information, Recipient shall give Inland prompt prior written notice of such requirement so that Inland may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, Recipient agrees to provide only that limited portion of the Confidential Information that it is advised by written opinion of counsel is legally required and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information, to the extent possible.

7. Breach of Non-Disclosure Obligations

7.1 Recipient agrees that any breach of this Agreement will cause Inland substantial and irreparable harm which may not be adequately compensated by monetary damages. Accordingly in the event of a breach, or a threatened breach of Confidential Information by Recipient, Inland will be entitled to injunctive relief, in addition to any other remedies available at law or equity.

7.2 In the event of any actual or suspected security breach, improper disclosure or loss by Recipient, Recipient must notify Inland's Representative identified in Section 16 immediately after discovery of such breach. **Time is of the essence for this notification.**



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7.3 Inland may audit Recipient's compliance with this Agreement at Inland's sole cost and during normal business hours. If Recipient breaches its obligation under this Agreement, Inland will not provide Recipient any additional Confidential Information until Inland determines that Recipient has resumed compliance with this Agreement.

8. No Warranty

Inland makes NO WARRANTY, express or implied, including, but not limited to, any implied warranty concerning the accuracy (or completeness) of any Confidential Information provided to Recipient by Inland or the fitness of such information for any particular purpose. Without limiting the generality of the foregoing, any Confidential Information provided by Inland is subject to change without notice and is made available under this Agreement "AS IS," with all defects, errors, and deficiencies, and without any representation or warranty as to completeness or accuracy.

9. No License

No licenses or rights under any patent, copyright, trademark, or trade secret are granted or are to be implied by this Agreement.

10. Term

This Agreement shall bind the signatories hereto until its termination by a signatory by written notice to the other party; provided, however, that such termination shall not affect any obligation with respect to Confidential Information received by Recipient prior to such termination, until Recipient confirms in writing to Inland that it has either (1) returned to Inland all of the Confidential Information that it received from Inland, and all copies thereof or (2) destroyed all Confidential Information received hereunder, in whatever form. Inland may, at any time during the term of this Agreement, request the return of any or all Confidential Information in Recipient's possession.

To the extent that any such electronically stored Confidential Information cannot be purged by the Recipient, the retention of such material shall not be a breach of this Agreement; provided that such material will continue to be subject to the non-disclosure obligations set forth in this Agreement.

11. No Waiver

Each Party understands and agrees that no failure or delay by the other in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

12. Governing Law

The Parties agree that the laws of the State of Washington shall govern the construction and implementation of this Agreement as if it were to be fully performed entirely within the State of Washington. Furthermore, no choice-of-law provision under the laws of the State of Washington shall operate to render the substantive or procedural law of any other jurisdiction as the governing law of such Agreement.

13. Assignment Prohibited

Any assignment of Recipient's rights, obligations or duties under this Agreement without Inland's prior written consent, will be void.



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14. Entire Agreement; Amendment

This Agreement contains the entire agreement between the Parties concerning the protection of Confidential Information, and no modification of this Agreement or waiver of its terms and conditions will be binding upon the Parties, unless approved in writing by each of them.

15. Severability

Should any provision or provisions of this Agreement be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

16. Notices

Notices provided under the terms of this Agreement shall be in writing and transmitted by overnight delivery or First Class U.S. Mail to a Party's designated representative at the address set forth below.

Notices to Recipient shall be addressed to:

Notices to Inland shall be addressed to:

Inland Power and Light Company
PO Box A
Spokane, WA 99219
Attn: Chris Cable

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Inland Power and Light Company

(Signature)

(Printed Name)

(Title)

(Date)

Washington Dept. of Transportation

Bonnie L. Gow
(Signature)

Bonnie L. Gow
(Printed Name)

Senior Trans. Planner Spec. 4
(Title)

12/28/2018
(Date)